



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Employer and may be changed or ended without Your consent or notice to You.

Employer: Boyd Management
Group Policy Number: TM 05911781-G
Type of Insurance: Supplemental Term Life & Accidental Death and Dismemberment Insurance
MetLife Toll Free Number(s):
For General Information 1-800-438-6388

THIS CERTIFICATE ONLY DESCRIBES LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If you are not satisfied with your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if you elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under your Certificate will not be covered.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

For Texas Residents:

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at

1-800-438-6388

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should You have a dispute concerning Your premium or about a claim You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-438-6388

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NOTICE FOR RESIDENTS OF TEXAS

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms “Terminally Ill” and “Terminal Illness” when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU and the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENTS provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

NOTICE FOR RESIDENTS OF ALL STATES

LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

DISCLOSURE: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

DISCLOSURE: Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

NOTICE FOR RESIDENTS OF LOUISIANA, MINNESOTA, MONTANA, NEW MEXICO, TEXAS AND UTAH

The Definition of Child In The Definitions Section Of This Certificate Is Modified For The Coverages Listed Below:

For Louisiana Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically handicapped child or grandchild past the age limit.

For Minnesota Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren who are financially dependent upon You and reside with You continuously from birth. The age limit for children and grandchildren will not be less than 25 regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance.

For Montana Residents (Accidental Death and Dismemberment Insurance):

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

For New Mexico Residents (Accidental Death and Dismemberment Insurance):

The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied accidental death and dismemberment insurance coverage under this certificate because:

- that child was born out of wedlock;
- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

For Texas Residents (Life Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Texas Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Utah Residents (Accidental Death and Dismemberment Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Employer. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Employer and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

**Metropolitan Life Insurance Company
1-800-438-6388**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at *www.in.gov/doi*

NOTICE FOR RESIDENTS OF MASSACHUSETTS

CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your AD&D Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF MISSOURI

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

EXCLUSIONS

If you reside in Missouri the exclusion for “suicide or attempted suicide” is as follows:

“suicide or attempted suicide while sane”

If you reside in Missouri the exclusion for “intentionally self-inflicted injury” is as follows:

“intentionally self-inflicted injury while sane, or while insane if it is not attempted suicide”

GENERAL PROVISIONS

If you reside in Missouri the suicide provision is as follows:

Suicide

If You commit suicide

- within 2 years from the date Life Insurance for You takes effect; and
- when You enrolled for such insurance You intended to commit suicide;

We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide

- within 2 years from the date an increase in Your Life Insurance takes effect; and
- when You enrolled for such increase You intended to commit suicide;

We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

If a Dependent commits suicide

- within 2 years from the date Life Insurance for such Dependent takes effect; and
- when the Dependent was enrolled for such insurance the Dependent intended to commit suicide;

We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If a Dependent commits suicide

- within 2 years from the date an increase in Life Insurance for such Dependent takes effect; and
- when the Dependent was enrolled for such increase the Dependent intended to commit suicide;

We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

NOTICE FOR RESIDENTS OF PENNSYLVANIA

Accidental Death and Dismemberment Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-438-6388

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1-877-310-6560 - toll-free
1-804-371-9032 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

Or:

The Virginia Department of Health (The Center for Quality Health Care Services and Consumer Protection)
3600 West Broad St
Suite 216
Richmond, VA 23230
1-800-955-1819

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

CIVIL UNION NOTICE FOR RESIDENTS OF VERMONT

The following applies to all ERISA governed groups:

Vermont law provides that the following definitions apply to your certificate:

- Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.
- Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.
- Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.
- "Dependent" includes a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Child" includes a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Civil Union" means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled "Act Relating to Civil Unions".

All references in this notice to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

If dependent insurance for a spouse and/or child is not provided under your certificate, such insurance is not added by virtue of this notice.

For purposes of dependent insurance, any person who meets the definition of "dependent" as set forth in this notice is required to meet all other applicable requirements in order to qualify for such insurance.

This notice does not limit any definitions or terms included in your certificate. It broadens definitions and terms only to the extent required by Vermont law.

DISCLOSURE:

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine your rights under this notice and the certificate to which it is attached.

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is an Employee of the Employer, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF WEST VIRGINIA

FREE LOOK PERIOD:

If You are not satisfied with Your certificate, You may return it to Us within 10 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund within 10 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

NOTICE FOR RESIDENTS OF ALL STATES FRAUD WARNING

If You have applied for insurance under a policy issued in one of the following states, or if You reside in one of the following states, note the following applicable warning:

For Residents of New York - only applies to Accident and Health Insurance (AD&D/Disability/Dental)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

For Residents of Massachusetts

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, and may subject such person to criminal and civil penalties.

For Residents of New Jersey

Any person who includes any false or misleading information on an application for an insurance policy or who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of Oklahoma

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For Residents of Kansas, Oregon, Washington and Vermont

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, and may be subject to criminal and civil penalties.

For Residents of Puerto Rico

Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented, a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000), or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of Virginia

It is a crime to provide knowingly false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of All Other States

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible, and
- which You elect, if subject to election; and
- which are in effect.

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

Life Insurance For You

Supplemental Life Insurance (if elected by You)

Supplemental Life Insurance for You is Portability Eligible Insurance

For All Active Full-Time Employees.....	An amount, elected by You, which is a multiple of \$10,000.
Maximum Supplemental Life Benefit.....	The lesser of 5 times Your Basic Annual Earnings or \$500,000.
Non-Medical Issue Amount.....	\$100,000
Accelerated Benefit Option.....	Up to 80% of Your Supplemental Life amount not to exceed \$500,000.

ESTATE RESOLUTION SERVICES

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse (for the Will Preparation Service) or You or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Services or get the name of a Plan Attorney that you can speak with about these Services please call (800) 821-6400.

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

Will Preparation Service

SCHEDULE OF BENEFITS

If You elect Group Supplemental Life Insurance coverage a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and the Affiliate, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

SCHEDULE OF BENEFITS

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

Accidental Death and Dismemberment Insurance (AD&D) for You

Full Amount for Supplemental AD&D for You

Supplemental Accidental Death and Dismemberment Insurance for You is Portability Eligible Insurance

For All Active Full-Time Employees.....	An amount equal to Your Supplemental Life Insurance
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For All Active Full-Time Employees

Additional Benefits:

Air Bag Benefit.....	Yes
Seat Belt Benefit.....	Yes
Common Carrier Benefit.....	Yes, an amount equal to the Supplemental AD&D Full Amount

Schedule of Covered Losses for Supplemental Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life.....	100%
Loss of an arm permanently severed at or above the elbow...	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of sight in one eye.....	50%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand.....	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing.....	100%
Loss of speech or loss of hearing.....	50%

Loss of speech means the entire and irrecoverable loss of speech that continues for **6** consecutive months following the accidental injury.

SCHEDULE OF BENEFITS

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for **6** consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg.....	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage.....	100%
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Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma.....	1% monthly, beginning on the 7 th day of the Coma and for the duration of the Coma to a maximum of 60 months
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Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

Life Insurance For Your Dependents

Supplemental Life Insurance (if elected by You)

Dependent Supplemental Life Insurance is Portability Eligible Insurance

For All Active Full-Time Employees who elect:

For Your Spouse.....	Multiples of \$5,000, up to a Maximum Benefit of \$250,000 or 50% of the Employee's Supplemental Life Insurance amount, whichever is less.
Non-Medical Issue Amount.....	\$25,000
Accelerated Benefit Option.....	Up to 80% of Your Dependent Life amount not to exceed \$500,000

For All Active Full-Time Employees who elect:

For Your Child from age 15 days but less than 6 months	\$100
For Your Child 6 months and over Option 1.....	\$1,000

SCHEDULE OF BENEFITS

Option 2.....	\$2,000
Option 3.....	\$4,000
Option 4.....	\$5,000
Option 5.....	\$10,000
Non-Medical Issue Amount.....	\$10,000

Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

Full Amount for Dependent Supplemental AD&D

Dependent Accidental Death and Dismemberment Insurance is Portability Eligible Insurance

For Your Spouse and Child An amount equal to the amount of Life Insurance for Your Dependents

For All Active Full-Time Employees

Additional Benefits:

Air Bag Benefit.....	Yes
Seat Belt Benefit.....	Yes
Common Carrier Benefit.....	Yes, an amount equal to the Dependent AD&D Full Amount

Schedule of Covered Losses

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life.....	100%
Loss of an arm permanently severed at or above the elbow...	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of sight in one eye.....	50%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand.....	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing.....	100%
Loss of speech or loss of hearing.....	50%

SCHEDULE OF BENEFITS

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg.....	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage.....	100%
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Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma.....	1% monthly, beginning on the 7 th day of the Coma and for the duration of the Coma to a maximum of 60 months
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Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

Portability Eligible Life and AD&D Insurance

Life and AD&D Insurance For You:

Portability Eligible Life Insurance For You:

Supplemental Life Insurance:

Minimum Portability Eligible Life Insurance Amount.....	\$10,000
Maximum Portability Eligible Life Insurance Amount.....	The lesser of Your total Life Insurance in effect on the date You elect to Port or \$2,000,000.

Portability Eligible Accidental Death and Dismemberment Insurance For You:

Supplemental Accidental Death and Dismemberment Insurance:

Minimum Portability Eligible AD&D Insurance Amount.....	\$10,000
Maximum Portability Eligible AD&D Insurance Amount.....	The lesser of Your total AD&D Insurance in effect on the date You elect to Port or

SCHEDULE OF BENEFITS

\$2,000,000.

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

Life and AD&D Insurance For Your Spouse

Portability Eligible Dependent Spouse Life Insurance

When Porting Dependent Spouse Life Insurance along with Insurance for You

Minimum Portability Eligible Dependent Spouse Life Insurance Amount	\$2,500
Maximum Portability Eligible Dependent Spouse Life Insurance Amount	The lesser of Your total Dependent Spouse Life Insurance in effect on the date You elect to Port or \$250,000.

When Porting Dependent Spouse Life Insurance alone

Minimum Portability Eligible Dependent Spouse Life Insurance Amount	\$10,000
Maximum Portability Eligible Dependent Spouse Life Insurance Amount	The lesser of Your total Dependent Spouse Life Insurance in effect on the date You elect to Port or \$250,000.

Portability Eligible Dependent Spouse Accidental Death and Dismemberment Insurance:

Minimum Portability Eligible Dependent Spouse AD&D Insurance Amount	\$2,500
Maximum Portability Eligible Dependent Spouse AD&D Insurance Amount	The lesser of Your total Dependent Spouse AD&D Insurance in effect on the date You elect to Port or \$250,000.

SCHEDULE OF BENEFITS

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

Life and AD&D Insurance For Your Children

Portability Eligible Dependent Child Life Insurance

Minimum Portability Eligible
Dependent Child Life Insurance Amount \$1,000

Maximum Portability Eligible
Dependent Child Life Insurance Amount The lesser of Your total
Dependent Child Life
Insurance in effect on the
date You elect to Port or
\$25,000.

Portability Eligible Dependent Child Accidental Death and Dismemberment Insurance:

Minimum Portability Eligible Dependent Child AD&D
Insurance Amount \$1,000

Maximum Portability Eligible Dependent Child AD&D
Insurance Amount The lesser of Your total
Dependent Child Accidental
Death and Dismemberment
Insurance in effect on the
date You elect to Port or
\$25,000.

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a location to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer-approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Basic Annual Earnings means Your gross annual rate of pay as determined by Your Employer, excluding overtime and other extra pay.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the General Provisions section.

Child means the following: (for residents of Louisiana, Minnesota, Montana, New Mexico, Texas, and Utah, the Child Definition is modified as explained in the Notice pages of this certificate – please consult the Notice)

For Life Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild who, in each case, is:

- at least 15 days old, under age 19, unmarried and supported by You; or
- under age 23 and who is:
 - unmarried;
 - supported by You;
 - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located; and
 - not employed on a full-time basis.

For Accidental Death and Dismemberment Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild who, in each case, is:

- under age 19 unmarried and supported by You; or
- under age 23 and who is:
 - unmarried;
 - supported by You;
 - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located; and
 - not employed on a full-time basis.

The term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

Common Carrier means a government regulated entity that is in the business of transporting fare paying passengers. **The term does not include:**

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

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DEFINITIONS

Contributory Insurance means insurance for which the Employer requires You to pay any part of the premium.

Contributory Insurance includes: Supplemental Life Insurance, Supplemental Dependent Life Insurance, Supplemental Accidental Death and Dismemberment Insurance, and Supplemental Dependent Accidental Death and Dismemberment Insurance.

Dependent(s) means Your Spouse and/or Child.

Full-Time means Active Work on the Employer's regular work schedule for the class of employees to which You belong. The work schedule must be at least 35 hours a week. Full-Time does not include temporary or seasonal employees.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
- a hospice facility; or
- an intermediate care facility; or
- a long term care facility; or
- receipt of the following treatment, wherever performed:
- chemotherapy; or
- radiation therapy; or
- dialysis.

Noncontributory Insurance means insurance for which the Employer does not require You to pay any part of the premium.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your spouse's parents; children (natural, step or adopted); siblings; grandparents; or grandchildren.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and

DEFINITIONS

- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful Spouse.

The term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Active Full-Time Employees

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your class as shown in the SCHEDULE OF BENEFITS.

All Active Full-Time Employees

Supplemental Life Insurance

If You are in an eligible class on September 01, 2013, You will be eligible for insurance on that date.

If You enter an eligible class after September 01, 2013, You will be eligible for insurance on the first day of the month coincident with or next following the date You complete the Waiting Period of 90 days.

Supplemental Accidental Death and Dismemberment Insurance

If You are in an eligible class on September 01, 2013, You will be eligible for insurance on that date.

If You enter an eligible class after September 01, 2013, You will be eligible for insurance on the first day of the month coincident with or next following the date You complete the Waiting Period of 90 days.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If you enroll for Contributory Insurance, You must also give the Employer written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

If Your Employer establishes an annual enrollment period for Life Insurance, You may enroll for Life Insurance **only** when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date; or
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You are not Actively at Work on the date the Noncontributory Insurance benefit would otherwise take effect, the insurance will take effect on the day You resume Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

Rules for Contributory Insurance

If You request Contributory Insurance **before** the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You request Contributory Insurance within 12 months of the date You become eligible for such insurance, or during the Employer's next annual enrollment period, whichever occurs first, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the later of:
 - the date You become eligible for such insurance; and
 - the date You enroll provided You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- If You request Contributory Insurance more than 12 months after the date You become eligible for such insurance or after the first annual enrollment period for which You may enroll, whichever occurs first, You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

See the DEFINITIONS section of this certificate for a complete list of Contributory Insurance benefits.

For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance

When You become eligible under the plan, You may choose an option for Supplemental Life Insurance.

Each year You can choose the amount and types of benefits for Supplemental Life Insurance subject to the following rules.

A request to increase the amount by \$10,000 may be made each year during the annual enrollment period as designated by the Employer and reported to you.

You will be able to enroll by completing the required form in Writing. You must also give the Employer written permission to deduct the contribution from Your pay. The Employer will notify You of the amount You will be required to contribute.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

Enrollment During Annual Enrollment Periods For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance

If You choose an option which does **not require** You to give evidence of Your insurability, the insurance will take effect on the first day of the month following the annual enrollment period, provided You are Actively at Work on that day. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You choose an option which **requires** You to give evidence of Your insurability under the section entitled EVIDENCE OF INSURABILITY and We determine that You are insurable, the insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

- if We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the insurance will not take effect.
- if You are required to give evidence of insurability under the section entitled EVIDENCE OF INSURABILITY for a portion of the insurance:
 - the portion of the insurance that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
 - if We approve Your evidence of insurability, the portion of the insurance that is subject to evidence of insurability will take effect on the date We state in Writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the portion of the insurance that is subject to evidence of insurability will not take effect.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Increase in Insurance

An increase in insurance due to a change in class of employee, an increase in Your earnings, or a requested increase in insurance will take effect as follows:

- if You are required to give evidence of insurability for the entire increase and We approve Your evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are required to give evidence of insurability for a portion of the increase:
 - the portion of the increase that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
 - if We approve Your evidence of insurability, the portion of the increase that is subject to evidence of insurability will take effect on the date We state in Writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are not required to give evidence of insurability, the increase will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

You must be Actively at Work on that date. If You are not Actively at Work on the date the increase would otherwise take effect, the increase will take effect on the day You resume Active Work. For Contributory Insurance to take effect, in addition to having been Actively at Work on the date the insurance is to take effect, You must also have been Actively at Work for at least 20 hours during the 7 calendar days preceding that date.

Decrease in Insurance

A decrease in insurance due to a change in class of employee or a decrease in Your earnings will take effect on the first day of the month coincident with or next following the date of change.

If You make a Written application to decrease Your insurance, that decrease will take effect as of the date of Your application.

Enrollment Due to a Qualifying Event

You may enroll for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 12 months from the date of that change or the Employer's next annual enrollment period following the date of that change to make a request, whichever occurs first.

This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for life coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You; or
4. for Supplemental Life Insurance, the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
5. for Supplemental Life Insurance, the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.
6. for Supplemental Accidental Death and Dismemberment Insurance, the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or

7. for Supplemental Accidental Death and Dismemberment Insurance, the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Your Life and Accidental Death and Dismemberment Insurance if insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Active Full-Time Employees

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

All Active Full-Time Employees

Supplemental Life Insurance for Your Dependents

If You are in an eligible class on September 01, 2013, You will be eligible for Dependent insurance on that date.

If You enter an eligible class after September 01, 2013, You will be eligible for Dependent insurance on the first day of the month coincident with or next following the date You complete the Waiting Period of 90 days.

Supplemental Accidental Death and Dismemberment Insurance for Your Dependents

If You are in an eligible class on September 01, 2013, You will be eligible for Dependent insurance on that date.

If You enter an eligible class after September 01, 2013, You will be eligible for Dependent insurance on the first day of the month coincident with or next following the date You complete the Waiting Period of 90 days.

No person may be insured as a Dependent of more than one employee.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for Dependent Insurance. This period begins on the later of:

- the date You enter an eligible class; and
- the date You obtain a Dependent.

This period ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

In order to enroll for Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for Your Dependents, You must either (a) already be enrolled for Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for You or (b) enroll at the same time for Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for You.

If Your Employer establishes an annual enrollment period for Life Insurance, You may enroll for Dependent Life Insurance **only** when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

If You are eligible for Dependent insurance, You may enroll for such insurance by completing the required form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of his insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for a Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

DATE INSURANCE FOR YOUR DEPENDENTS TAKES EFFECT

Rules for Noncontributory Dependent Insurance

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Noncontributory Dependent Insurance, the insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of his insurability, the insurance for each enrolled Dependent will take effect on the date You become eligible for such insurance, if You are Actively at Work on that day and the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependents' insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.
- if the Dependent is **required** to give evidence of his insurability and We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if You are Actively at Work on that day and the dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You are not Actively at Work on the date the Noncontributory Dependent Insurance benefit would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

Rules for Contributory Dependent Insurance

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Contributory Dependent Insurance **before** the date You become eligible for such insurance, such insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is not required to give evidence of his insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You complete the enrollment process for Contributory Dependent Insurance, within 12 months of the date You become eligible for such insurance or during the Employer's next annual enrollment period following the date You become eligible for such insurance, whichever occurs first, such insurance will take effect for each enrolled Dependent as follows:

- If the Dependent is **not required** to give evidence of his insurability, such insurance will take effect on the later of:
 - the date You become eligible for such insurance; and
 - the date You enroll if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

- if the Dependent is required to give evidence of his insurability and We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You complete the enrollment process for Contributory Dependent Life Insurance more than 12 months after the date You become eligible for such insurance or after the Employer's next annual enrollment period following the date You become eligible for such insurance, whichever occurs first, each Dependent must give evidence of his insurability satisfactory to us. You must give such evidence at Your expense. If We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.

If You complete the enrollment process for Contributory Dependent Supplemental Accidental Death and Dismemberment Insurance more than 12 months after the date You become eligible for such insurance or after the Employer's next annual enrollment period following the date You become eligible for such insurance, whichever occurs first, Dependents' Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You are not Actively at Work on the date benefits would otherwise take effect, benefits will take effect on the day You resume Active Work.

For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent insurance, You may enroll the Dependent for such insurance within 12 months of the date he qualifies as a Dependent, or during the Employer's next annual enrollment period following date he qualifies as a Dependent, whichever occurs first. The Dependent must give evidence of his insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. The Dependent insurance for the Dependent will take effect as follows:

- if Dependents were not required to give evidence of insurability, the benefit for those Dependents will take effect on the later of:
 - the date You become eligible for such insurance; and
 - the date You enroll provided You are Actively at Work on that day and the Additional Requirement stated below is satisfied. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.
- if Dependents were required to give evidence of insurability and We determine that all Dependents are insurable, the insurance will take effect on the date We state in Writing, provided You are Actively at Work on that day and the Additional Requirement stated below is satisfied. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You complete the enrollment process for any Dependent more than 12 months after the date he qualifies as a Dependent, or after the Employer's next annual enrollment period following date he qualifies as a Dependent, whichever comes first, the Dependent must give evidence of his insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if the Dependent satisfies the Additional Requirement stated below.

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date he qualifies as a Dependent.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

If You are not Actively at Work on the date the Noncontributory Dependent Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

If You choose an option during Annual Enrollment Periods, the insurance will take effect for Your Dependents as follows:

- if Dependents are **not required** to give evidence of insurability, the insurance for those Dependents will take effect on the first day of the month following the annual enrollment period, provided You are Actively at Work on that day and the Additional Requirement stated below is satisfied. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if Dependents are **required** to give evidence of insurability under the section entitled EVIDENCE OF INSURABILITY:
 - the portion of the insurance that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
 - if We approve the evidence of insurability, the portion of the insurance that is subject to evidence of insurability will take effect on the date We state in Writing. If We do not approve the evidence of insurability or You do not submit evidence of insurability, the portion of the insurance for Your Dependents that is subject to evidence of insurability will not take effect.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work provided the Additional Requirement stated below is satisfied.

Additional Requirement

On the date a Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability insurance from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date he is no longer:

- confined;
- receiving or applying to receive disability insurance from any source; or
- Hospitalized.

Increase in Insurance for Your Dependents

An increase in insurance for Your Dependents due to a change in Your employee class, an increase in Your earnings, or a requested increase in insurance for Your Dependents will take effect as follows:

- if Your Dependents are required to give evidence of insurability for the entire increase and We approve the evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if Your Dependents are required to give evidence of insurability for a portion of the increase in insurance:

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

- the portion of the increase in insurance that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if We approve the evidence of insurability, the portion of the increase in insurance that is subject to evidence of insurability will take effect on the date We state in Writing. If We do not approve the evidence of insurability or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect.
- If Your Dependents are not required to give evidence of insurability, the increase will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

You must be Actively at Work on that date. If You are not Actively at Work on the date the increase would otherwise take effect, the increase will take effect on the day You resume Active Work.

Decrease in Insurance for Your Dependents

A decrease in insurance for Your Dependents due to a change in Your employee class or a decrease in Your earnings will take effect on the first day of the month coincident with or next following the date of change.

If You make a Written application to decrease insurance for Your Dependents, that decrease will take effect as of the date of Your application.

Enrollment Due to a Qualifying Event

You may enroll for dependent insurance for which You are eligible or change the amount of Your dependent insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 12 months from the date of that change or the Employer's next annual enrollment period following the date of that change to make a request, whichever occurs first.

This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for life coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

1. for Dependent Life Insurance, the date all Your Life Insurance under the Group Policy ends;
2. for Dependent Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends;
3. the date You die;
4. the date the Group Policy ends;
5. the date insurance for Your Dependents ends under the Group Policy;
6. the date insurance for Your Dependents ends for Your class;
7. the date the person ceases to be a Dependent;
8. for Utah residents, the last day of the calendar month the person ceases to be a Dependent;
9. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION WITH PREMIUM PAYMENT;
10. the last day of the calendar month in which You retire in accordance with the Employer's retirement plan;
or
11. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

Please refer to the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT for information concerning Continuation For Family and Medical Leave.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

AT YOUR OPTION: PORTABILITY

For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance

If Your Portability Eligible Insurance or Portability Eligible Dependent Insurance ends for any of the reasons stated below, You have the option to continue that insurance under another group policy in accordance with the conditions and requirements of this section. This is referred to as Porting. Evidence of Your insurability will not be required.

For purposes of this subsection the term "Portability Eligible Insurance" refers to Your Supplemental Life and Supplemental Accidental Death and Dismemberment benefits for which the Portability Eligible Insurance is shown as available in the SCHEDULE OF BENEFITS.

If Insurance for Your Dependents is in effect, the term "Portability Eligible Dependent Insurance" refers to Your Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for Your Dependents for which the Portability Eligible Dependent Insurance is shown as available in the SCHEDULE OF BENEFITS.

When Porting is an Option

Porting may only be exercised by a request in Writing during the Request Period specified below.

If You choose not to Port, Life Insurance benefits may be converted in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

1. You may choose to Port if Portability Eligible Insurance and/or Portability Eligible Dependent Insurance ends while You are Actively at Work or on an approved leave of absence because:
 - You retired from active service with the Employer; or
 - Your employment ends, due to a reason other than retirement; or
 - You cease to be in a class that is eligible for such insurance; or
 - The Policy is amended to end the Portability Eligible Insurance and/or Portability Eligible Dependent Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

- This Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.
2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
 - Your age; or
 - An amendment to the Plan which affects the amount of insurance for Your class.
 3. Your former Dependent Spouse may choose to Port if their Portability Eligible Dependent Insurance on his or her own life ends because:
 - You die; or
 - Your marriage ends in divorce or annulment;

provided that former Dependent Spouse satisfies the Additional Requirement subsection of the ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

4. Your former Dependent Spouse may also Port Portability Eligible Dependent Insurance on Your Dependent Child if Your former Dependent Spouse Ports insurance on his or her own life. If Your former Dependent Spouse Ports that insurance on that Dependent Child, that Porting will have no effect on the insurance You may have on that Dependent Child.
5. Your former Dependent Child may request to Port Portability Eligible Dependent Insurance on his or her own life if that insurance ends because Your former Dependent Child no longer meets the definition of Child.

If a request is made under this subsection, We will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under this Policy.

A request under this subsection may be made, if on the date the Portability Eligible Insurance ended, the following requirements are met:

- the Group Policy is in effect;
- With respect to any amount of Portability Eligible Life Insurance or Portability Eligible Dependent Life Insurance that is to be Ported, no application has been made to convert that amount of insurance to an individual policy of life insurance as provided in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS; and
- the person making the request resides in a jurisdiction that permits this Portability feature.

Request Period

For You or a former Dependent to Port, We must receive a completed request form within the Request Period as described below.

If written notice of the option to Port is given within 15 days before or after the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 31 days after the date.

If written notice of the option to Port is given more than 15 days after but within 90 days of the date such insurance ends, the Request Period:

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

- begins on the date the insurance ends, and
- expires 45 days after the date of the notice.

If written notice of the option to Port is not given within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires at the end of such 91 day period.

Amount of the New Certificate

The amount of Ported Insurance for You and for Your Dependents that may be continued is shown in the SCHEDULE OF BENEFITS. However, at the time of Porting You may change the amount of Portability Eligible Insurance in the following circumstances:

Your Increase in Amount

For Portability Eligible Life Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Life Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. To be eligible for this increased amount, You must provide evidence of Your insurability satisfactory to us, at Your expense. If We approve the increase, it will take effect on the date We state in Writing.

For Portability Eligible Accidental Death and Dismemberment Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Accidental Death and Dismemberment Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. This increase will take effect on the date We state in Writing.

Dependent Spouse Increase in Amount

For Portability Eligible Dependent Life Insurance

At the time of Porting, the amount of Your Spouse's (or Your former Dependent Spouse's) Portability Eligible Dependent Life Insurance may be increased. This may be done in increments of \$25,000, up to a maximum ported amount of \$250,000. To be eligible for this increased amount, Your Spouse (or Your former Dependent Spouse) must provide evidence of insurability satisfactory to us, at Your Spouse's (or Your former Dependent Spouse's) expense. If We approve the increase, it will take effect on the date We state in Writing.

For Portability Eligible Dependent Accidental Death and Dismemberment Insurance

At the time of Porting, the amount of Your Spouse's (or Your former Dependent Spouse's) Portability Eligible Dependent Accidental Death and Dismemberment Insurance may be increased. This may be done in increments of \$25,000; up to a maximum ported amount of \$250,000. This increase will take effect on the date We state in Writing.

Dependent Child Increase in Amount

For Portability Eligible Dependent Life Insurance

At the time of Porting, if Your former Dependent Child is making the request to continue Portability Eligible Dependent Life Insurance because he or she no longer meets the definition of a Child, that former Dependent Child is eligible to increase coverage by \$25,000. To be eligible for this increased amount, Your former Dependent Child must give evidence of insurability satisfactory to Us at Your former Dependent Child's expense. If we approve the increase, it will take effect on the date We state in Writing.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

Portability Eligible Dependent Accidental Death and Dismemberment Insurance

At the time of Porting, the amount of Your former Dependent Child's Portability Eligible Dependent Accidental Death and Dismemberment Insurance may be increased by \$25,000. This increase will take effect on the date We state in Writing.

You and/or Your Dependent(s) Decrease in Amount

If We receive a request to decrease an amount of insurance, any such decrease will take place on the date We state in Writing.

Premiums for the New Certificate

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

You are not required to provide evidence of insurability to Port Your existing amount of Portability Eligible Supplemental Life and Supplemental Accidental Death and Dismemberment. However, to qualify for a lower premium rate, You may give us, at Your expense, evidence of Your insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify You that the lower premium rates will apply to You.

Your former Dependents are not required to provide evidence of insurability to Port their existing amount of Portability Eligible Dependent Life Insurance. However, to qualify for a lower premium rate, they may give us, at their expense, evidence of their insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify them that the lower premium rates will apply to them.

Right to Convert Life Insurance Amounts Not Ported

Any amount of Life Insurance not Ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

If You Die Within 31 Days of the Date Portability Eligible Life Insurance Ends

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

If a former Dependent Dies Within 31 Days of the Date Portability Eligible Life Dependent Insurance Ends

If a former Dependent dies within 31 days of the date Portability Eligible Dependent Life Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

If You are Totally Disabled on the Date Your Employment Ends.

If You are Totally Disabled on the date Your employment ends and You elect to continue Portability Eligible Insurance and/or Portability Eligible Dependent Insurance as provided in this subsection, You may at a later date become approved for continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all insurance continued under this subsection or any new certificate provided under this subsection will end and We will return any premium paid by You for such insurance.

AT YOUR OPTION: WHEN YOU CEASE ACTIVE WORK DUE TO TOTAL DISABILITY

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

If You cease Active Work because You are Totally Disabled, You may continue Life Insurance for You and Your Dependents for up to 6 months by continuing to pay any premiums you were required to pay for such insurance. This continuation of Life Insurance will end if you cease to be Totally Disabled or the Group Policy ends.

Total Disability or **Totally Disabled** means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

Proof Requirements

You should contact Us as soon as reasonably possible to advise Us that You were disabled on the date You ceased Active Work. You must send Us Proof that You were Totally Disabled. As part of such Proof, We may choose a Physician to examine You to verify that You are eligible to continue Life Insurance with premium payment. If We do so, We will pay for such exam.

AT THE EMPLOYER'S OPTION

The Employer has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below. If Your insurance is continued, insurance for Your Dependents may also be continued. You will be notified by the Employer how much You will be required to contribute.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or Sickness, up to 9 months;
2. for the period You cease Active Work in an eligible class due to part-time work, layoff or strike, up to 2 months;
3. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence, up to 2 months.
4. for the period You cease Active Work in an eligible class due to any Employer approved leave of absence because of a call-up to active military service, up to 24 months.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

Option to Convert

In addition to the Continuation of Insurance options described above, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. In order to become covered for an amount of Supplemental Life Insurance greater than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

2. If You make a request during an annual enrollment period to increase the amount of Your Supplemental Life Insurance to an option which is more than one level above Your current amount of Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance may still increase under the following conditions;

- if Your current level of Supplemental Life Insurance is **below** the Non-Medical Issue Amount and the option one level higher is also **below** the Non-Medical Issue Amount, Your Supplemental Life Insurance will be increased to the option one level higher than Your current level.
- if Your current level of Supplemental Life Insurance is **below** the Non-Medical Issue Amount and the option one level higher is **above** the Non-Medical Issue Amount, Your Supplemental Life Insurance will be increased to the Non-Medical Issue Amount.

If Your current level of Supplemental Life Insurance is **above** the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Supplemental Life Insurance will not be increased.

The Non-Medical Issue Amount is shown in the SCHEDULE OF BENEFITS.

3. If You make a request during an annual enrollment period to increase the amount of Your Supplemental Life Insurance to an option which is one level above Your current amount of Supplemental Life Insurance and the requested amount is more than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If Your current amount is at or below the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

4. If You make a request to increase the amount of Your Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will not be increased.

5. When You make a late request for Supplemental Life Insurance. A late request is one made more than 12 months after You become eligible or after the Employer's next annual enrollment period, whichever occurs first.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

6. For Supplemental Life Insurance, if You were Hospitalized within 90 days preceding the date You enroll.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

EVIDENCE OF INSURABILITY

7. In the case of transferred business, if You did not elect coverage under the prior plan for which You were eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

8. In order to become covered for an amount of Life Insurance for Your Dependent Spouse greater than the Non-Medical Issue Amount for Your Dependent Spouse as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of the insurability of Your Dependent Spouse, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse will be limited to the Non-Medical Issue Amount for Your Dependent Spouse.

9. If You make a request during an annual enrollment period to increase the amount of Life Insurance for Your Dependents to an option which is more than one level above Your Dependent's current amount of Life Insurance.

If You do not give Us evidence of insurability for Your Dependent or the evidence of insurability for Your Dependent is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependents may still increase under the following conditions;

- If the current level of Life Insurance for Your Dependents is **below** the Non-Medical Issue Amount and the option one level higher is also **below** the Non-Medical Issue Amount, Life Insurance for Your Dependents will be increased to the option one level above Your Dependent's current level; or
- If the current level of Life Insurance for Your Dependents is **below** the Non-Medical Issue Amount and the option one level higher is **above** the Non-Medical Issue Amount, Life Insurance for Your Dependents will be increased to the Non-Medical Issue Amount.

If the current level is **above** the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the insurance will not be increased.

The Non-Medical Issue Amount is shown in the SCHEDULE OF BENEFITS.

10. If You make a request during an annual enrollment period to increase the amount of Life Insurance for Your Dependents to an option one level above Your Dependent's current amount of Life Insurance and the requested amount is more than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If the current amount of Life Insurance for Your Dependents is at or below the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount will be limited to the Non-Medical Issue Amount.

11. In order for You to increase the amount of Life Insurance for Your Dependents.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependents will not be increased.

12. If You make a late request for Life Insurance for Your Dependents. A late request is one made more than 12 months after Your Dependent becomes eligible or after the Employer's next annual enrollment period following the date Your Dependent becomes eligible, whichever occurs first.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

EVIDENCE OF INSURABILITY

13. If Your Dependent was Hospitalized within 90 days preceding the date You enroll Your Dependent for Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

14. In the case of transferred business, if You did not elect coverage under the prior plan for which Your Dependents were eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

The evidence of insurability is to be given at Your expense.

LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Life Insurance amount in effect on the date of the Dependent's death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

For purposes of this section, the term “ABO Eligible Life Insurance” refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the Schedule of Benefits.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

Terminally Ill or **Terminal Illness** means that due to injury or sickness, You are expected to die within 12 months.

Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician’s certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Employer to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

Maximum accelerated benefit amount. The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

Scheduled reduction of an ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

Scheduled end of ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

Previous conversion of an ABO Eligible Life Insurance Benefit. We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

Effect of Payment of an Accelerated Benefit

On premium for Your Life Insurance. After We pay the accelerated benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated benefit is paid.

On Your Life Insurance at Your death. The amount of Life Insurance that We will pay at Your death will be decreased by:

- the amount of the accelerated benefit paid by Us.

On Your Life Insurance at conversion. The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU, will be decreased by:

- the amount of the accelerated benefit paid by Us.

On Your Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

- the date ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENT SPOUSE

If Your Spouse becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse before their death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse is in effect.

Terminally Ill or **Terminal Illness** means that due to injury or sickness, Your Spouse is expected to die within 12 months.

Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of Life Insurance for the Terminally Ill Spouse equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse once.

Proof of Your Spouse's Terminal Illness

We will require the following Proof of Your Spouse's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that Your Spouse is Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Employer to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally Ill Spouse, subject to the following:

Maximum accelerated benefit amount. The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

Scheduled reduction of Life Insurance for a Terminally Ill Spouse. If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to reduce within the 6 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

Scheduled end of Life Insurance for a Terminally Ill Spouse. If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to end within 6 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENT SPOUSE

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

Effect of Payment of an Accelerated Benefit

On Premium for Life Insurance. Any premium You are required to pay for Life Insurance for Your Spouse for whom We paid an accelerated benefit will be based upon the amount of Life Insurance for Your Spouse remaining after payment of the accelerated benefit.

On Payment of Life Insurance at a Spouse's death. The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by:

- the amount of the accelerated benefit paid by Us for Your Spouse.

On Life Insurance at conversion. The amount to which Your Spouse for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by:

- the amount of the accelerated benefit paid by Us for Your Spouse.

On Your Spouses' Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Dependents' Accidental Death and Dismemberment Insurance.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option for Your Spouse will end on the earliest of:

- the date Life Insurance for Your Spouse ends;
- the date Your rights in Life Insurance for Your Spouse are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your Life Insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance (“new policy”) from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the “option to convert”. Evidence of Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

- Your Life Insurance ends because:
 - You cease to be in an eligible class; or
 - Your employment ends; or
 - the Group Policy ends provided You have been insured for Life Insurance for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years.
- Your Life Insurance is reduced:
 - on or after the date You attain age 60 in any increment or series of increments aggregating 20% or more of the amount of Your Life Insurance in effect before the first reduction due to Your age;
 - because You change from one eligible class to another; or
 - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Your Life Insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Life Insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Application Period

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 31 days after the date Your Life Insurance ends or is reduced.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
2. The premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - Your class of risk; and
 - Your attained age when Your Life Insurance ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and

LIFE INSURANCE: CONVERSION OPTION FOR YOU

5. the new policy will take effect on the 32nd day after the date Your Life Insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your Life Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$10,000

If Your Life Insurance ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of Your Life Insurance that ends under the Group Policy.

If You Die Within 31 Days After Your Life Insurance Ends

If You die within 31 days after Your Life Insurance ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary the amount of Life Insurance You were entitled to convert.

Effect of Previous Conversion

If You obtained a new policy through this conversion option and Your Life Insurance is later continued under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. We will only pay Your Life Insurance under such section if the new policy is returned to Us. If the new policy is returned to us, We will refund to Your estate the premium paid for such policy without interest, less any debt incurred under such policy. If the new policy is not returned to Us, We will only pay the life insurance in effect under such new policy.

We will not pay insurance under both the Group Policy and the new policy.

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If Life Insurance for a Dependent ends or is reduced for any of the reasons stated below, You or the dependent will have the option to buy from Us an individual policy of life insurance (“new policy”) during the Application Period in accordance with the conditions and requirements of this section. This is referred to as “the option to convert”. Evidence of the Dependent’s insurability will not be required.

When You or a Dependent Will Have the Option to Convert

You will have the option to convert Life Insurance for a Dependent when:

- Life Insurance for the Dependent ends because:
 - You cease to be in an eligible class ; or
 - Your employment ends ; or
 - the Group Policy ends provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for Dependents for an eligible class of which You are a member, provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
- Life Insurance for the Dependent is reduced:
 - on or after the date You attain age 60 in any increment or series of increments aggregating 20% or more of the amount of Your Life Insurance in effect for the Dependent before the first reduction due to Your age;
 - because You change from one eligible class to another; or
 - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Life Insurance for a Dependent, You will not have the option to convert that amount at a later date.

A reduction in the amount of Life Insurance for a Dependent as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

A Dependent will have the option to convert when Life Insurance ends because such Dependent ceases to qualify as a Dependent as defined in this certificate.

You must notify the Employer in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

Application Period

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within 31 days of the date Life Insurance for the Dependent ends or is reduced.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - a Written application for the new policy for the Dependent; and
 - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
 - Our rates then in use;

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

- the form and amount of insurance;
 - the Dependent's class of risk; and
 - the Dependent's attained age when Life Insurance for such Dependent ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;
 4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
 5. the new policy will take effect on the 32nd day after the date Life Insurance for the Dependent ends or is reduced; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Life Insurance for a Dependent ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under the Group Policy less the amount of life insurance for dependents for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$10,000

If Life Insurance for a Dependent ends for any other reason or is reduced, the maximum amount of insurance that may be elected for the new policy is the amount of Life Insurance for the Dependent that ends under the Group Policy.

If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends

If a Dependent dies within 31 days after the date Life Insurance for the Dependent ends, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the amount of Life Insurance for the Dependent that could have been converted.

ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED

For All Active Full-Time Employees:

If You become Totally Disabled while You are insured for Continuation Eligible Insurance under this policy, You may qualify to continue certain insurance under this section. If continued, premium payment will not be required. We will determine if You qualify for this continuation after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Continuation Eligible Insurance.

Your Total Disability must continue without interruption from the date You became Totally Disabled through the end of the Continuation Waiting Period.

DEFINITIONS

For the purpose of this section, "Continuation Eligible Insurance" means Your

- Supplemental Life Insurance;
- Dependent Supplemental Life Insurance if You continue Supplemental Life Insurance;
- Supplemental Accidental Death and Dismemberment Insurance if You continue Supplemental Life Insurance;
- Dependent Supplemental Accidental Death and Dismemberment Insurance if You continue Supplemental Accidental Death and Dismemberment Insurance;

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Continuation Eligible Insurance does not include Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU or Dependent Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOUR DEPENDENTS.

Continuation Waiting Period means the period which starts on the date You become Totally Disabled and ends 9 consecutive months later.

Total Disability or **Totally Disabled** means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material and substantial duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

TOTAL DISABILITY AND PROOF REQUIREMENTS

If You become disabled You should contact Us as soon as reasonably possible. After the Continuation Waiting Period ends, You must send Us Proof that You were Totally Disabled with no interruption throughout the Continuation Waiting Period. You must do this within the time frame specified in the section entitled FILING A CLAIM.

As part of such Proof, We may choose a Physician to examine You to verify that You are Totally Disabled. We will pay for the exam.

After We receive and review Your Proof, We will determine if You qualify. We will notify You in writing of Our decision.

To verify that You continue to be Totally Disabled without interruption, We may require from time to time that You send Us Proof that You continue to be Totally Disabled. We will not ask for Proof more than once each year.

ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED

IF YOU OR YOUR DEPENDENT DIE OR SUSTAIN A LOSS COVERED BY THE CONTINUED INSURANCE DURING CONTINUATION

If You or Your Dependent die or sustain a loss for which you believe benefits may be payable during the continuation, Proof of the death must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date We informed You that the continuation was approved until the date of the death or the date of loss.

When We receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

EFFECT OF PREVIOUS CONVERSION

If You converted any portion of Your Continuation Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE

If You ported any portion of Your Continuation Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If that certificate is not returned to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

DATE CONTINUATION ENDS

The Continuation Eligible Insurance continued under this section may be continued in a reduced amount on account of Your age or the payment of accelerated benefits and will end at the earliest of:

1. the date You die;
2. the date Your Total Disability ends;
3. the date You do not give Us Proof of Total Disability, as required;
4. the date You refuse to be examined by Our Physician, as required;
5. with respect to Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance, the date You no longer have any Dependents;
6. if You become Totally Disabled before age 60, the date You reach age 65.

Option To Convert Your Continuation Eligible Life Insurance

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the conversion option described in those sections if before the end of the Application Period for conversion You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to

ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED

convert any of Your Continuation Eligible Life Insurance which You have already converted to an individual policy.

Option To Port Your Continuation Eligible Insurance

When a continuation under this section ends, You may elect to port to a different policy the insurance which has been continued under this section. The details of this option are described in the At Your Option: Portability subsection of the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the portability option described in that section if before the end of the Portability Request Period, You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to port any of Your Continuation Eligible Insurance which You have already converted to an individual policy.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Applicable to Supplemental Accidental Death and Dismemberment Insurance

If You or a Dependent sustains an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim. If We approve the claim We will pay the insurance in effect on the date of the injury within 60 days of Our receipt of such Proof.

Direct and Sole Cause means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
 - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
 - the date the person is reported missing to the authorities, if traveling in any other aircraft or vehicle.

EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
 - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; or
 - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
 - parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self-preservation;
 - travel in an aircraft or device used:
 - for testing or experimental purposes; or
 - by or for any military authority; or
 - for travel or designed for travel beyond the earth's atmosphere;

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

7. committing or attempting to commit a felony;
8. the voluntary intake or use by any means of:
 - any drug, medication or sedative, unless it is:
 - taken or used as prescribed by a Physician, or
 - an “over the counter” drug, medication or sedative taken as directed; or
 - alcohol in combination with any drug, medication, or sedative; or
 - poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion, or riot.

Exclusion for Intoxication

We will not pay benefits under this section for any loss if the insured is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

Intoxicated means that the injured person’s blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of South Carolina.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You or for any loss sustained by a Dependent We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number on the Certificate Face Page.

APPLICABILITY OF PROVISIONS

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: AIR BAG USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
 - was riding in a seat protected by an Air Bag;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

Seat Belt means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

Air Bag means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$100 or more than \$10,000.

BENEFIT PAYMENT

For loss of Your life We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: SEAT BELT USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

Seat Belt means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to **10%** of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than **\$1,000** or more than **\$25,000**.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: COMMON CARRIER

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

BENEFIT AMOUNT

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

BENEFIT PAYMENT

For loss of Your life We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

FILING A CLAIM

The Employer should have a supply of claim forms. Obtain a claim form from the Employer and fill it out carefully. Return the completed claim form with the required Proof to the Employer. The Employer will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

When we receive the claim form and Proof We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR LIFE INSURANCE BENEFITS

When a claimant files a claim for Life Insurance benefits, Proof should be sent to Us as soon as is reasonably possible after the death of an insured. If the claimant has not received a claim form within 20 days after giving notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

CLAIMS FOR INSURANCE BENEFITS

When a claimant files a claim for insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to us within 90 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 6 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift.

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Employer acknowledges that the Life Insurance and Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

Viatical assignments may only be made after Your Life Insurance has been in effect under this certificate for 2 years. However, you may make a viatical assignment before the end of the 2 year period if you are Terminally Ill.

Terminally Ill means that You are expected to die within 6 months. As Proof of Your Terminal Illness You or Your legal representative must send Us a signed Physician's certification that You are Terminally Ill. We may also request an exam by a Physician of Our choice, at Our expense.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Employer using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Employer within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

1. Your Spouse;
2. Your Child(ren);
3. Your parent(s); or
4. Your siblings(s)

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary, if alive. If You are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

1. Your Spouse;
2. Your child(ren);
3. Your parent(s); or
4. Your sibling(s)

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of Your Life Insurance or, We may pay Your estate.

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

GENERAL PROVISIONS (CONTINUED)

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Suicide (See notice page for residents of Missouri)

For Supplemental Life

If You commit suicide within 2 years from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Employer will be returned to the Employer.

If You commit suicide 2 years from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Employer for the increase will be returned to the Employer.

For Dependent Life

If a Dependent commits suicide within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Employer will be returned to the Employer.

If a Dependent commits suicide within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Employer for the increase will be returned to the Employer.

Entire Contract

Your insurance is provided under a contract of group insurance with the Employer. The entire contract with the Employer is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Employer's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

Misstatement of Age

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

GENERAL PROVISIONS (CONTINUED)

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy, to be performed at Our expense, during the period of contestability. Any such autopsy will be performed in South Carolina. Any such request will set forth the reasons We are requesting the autopsy.

"THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION"

Privacy Notice to Our Customers

This Privacy Notice is given to you on behalf of **METROPOLITAN LIFE INSURANCE COMPANY**.

TO PLAN SPONSORS AND GROUP INSURANCE CONTRACTHOLDERS: THIS NOTICE EXPLAINS HOW WE TREAT INFORMATION ABOUT ANYONE WHO APPLIES FOR OR OBTAINS OUR PRODUCTS AND SERVICES UNDER EMPLOYEE BENEFIT PLANS THAT WE INSURE OR GROUP INSURANCE CONTRACTS THAT WE ISSUE. PLEASE NOTE THAT WE REFER TO THESE INDIVIDUALS IN THIS NOTICE BY USING THE TERM “YOU”, AS IF THIS NOTICE WERE BEING ADDRESSED TO THESE INDIVIDUALS.

Why We Need to Know about You: We need to know about you (and anyone else to be insured) so that we can provide the insurance and other products and services you've asked for. We may also need information from you and others to help us verify identities in order to prevent money laundering and terrorism. What we need to know includes address, age and other basic information. But we may need more information, including finances, employment, health, hobbies or business conducted with us, with other MetLife companies (our “**affiliates**”) or with other companies.

How We Learn about You: What we know about you (and anyone else to be insured) we get mostly from you. But we may also have to find out more from other sources in order to make sure that what we know is correct and complete. Those sources may include adult relatives, employers, consumer reporting agencies, health care providers and others. Some of our sources may give us reports and may disclose what they know to others.

How We Protect What We Know About You: We treat what we know about you confidentially. Our employees are told to take care in handling your information. They may get information about you only when there is a good reason to do so. We take steps to make our computer data bases secure and to safeguard the information we have.

How We Use and Disclose What We Know About You: We may use anything we know about you to help us serve you better. We may use it, and disclose it to our affiliates and others, for any purpose allowed by law. For instance, we may use your information, and disclose it to others, in order to:

- Help us evaluate your request for a product or service
- Help us process claims and other transactions
- Confirm or correct what we know about you
- Help us prevent fraud, money laundering, terrorism and other crimes by verifying what we know about you
- Help us comply with the law
- Help us run our business
- Process data for us
- Perform research for us
- Audit our business

Other reasons we may disclose what we know about you include:

- Doing what a court or government agency requires us to do; for example, complying with a search warrant or subpoena
- Telling another company what we know about you, if we are or may be selling all or any part of our business or merging with another company
- Giving information to the government so that it can decide whether you may get benefits that it will have to pay for
- Telling a group customer about its members' claims or cooperating in a group customer's audit of our service
- Telling your health care provider about a medical problem that you have but may not be aware of
- Giving your information to a peer review organization if you have health insurance with us
- Giving your information to someone who has a legal interest in your insurance, such as someone who lent you money and holds a lien on your insurance or benefits

Generally, we will disclose only the information we consider reasonably necessary to disclose.

We may use what we know about you in order to offer you our other products and services. We may share your information with other companies to help us. Here are our other rules on using your information to market products and services:

- We will not share information about you with any of our affiliates for use in marketing its products to you, unless we first notify you. You will then have an opportunity to tell us not to share your information by “opting out.”
- Before we share what we know about you with another financial services company to offer you products or services through a joint marketing arrangement, we will let you “opt-out.”
- We will not disclose information to unaffiliated companies for use in selling their products to you, except through such joint marketing arrangements.
- We will not share your health information with any other company, even one of our affiliates, to permit it to market its products and services to you.

How You Can See and Correct Your Information: Generally, we will let you review what we know about you if you ask us in writing. (Because of its legal sensitivity, we will not show you anything that we learned in connection with a claim or lawsuit.) If you tell us that what we know about you is incorrect, we will review it. If we agree with you, we will correct our records. If we do not agree with you, you may tell us in writing, and we will include your statement when we give your information to anyone outside MetLife.

You Can Get Other Material from Us: In addition to any other privacy notice we may give you, we must give you a summary of our privacy policy once each year. You may have other rights under the law. If you want to know more about our privacy policy, please contact us at our website, www.metlife.com, or write to Metropolitan Life Insurance Company, c/o MetLife Privacy Office - Inst, P.O. Box 489, Warwick, RI 02887-9954. Please identify the specific product or service you are writing about.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400